

## TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1  
Stylesheet Version v1.2

ETAS ID: TM719984

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Gilsbar, L.L.C.		03/25/2022	Limited Liability Company: LOUISIANA
MedCom Care Management, L.L.C.		03/25/2022	Limited Liability Company: ILLINOIS
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Wilmington Trust, National Association		
<b>Street Address:</b>	50 South Sixth Street		
<b>Internal Address:</b>	Suite 1290		
<b>City:</b>	Minneapolis		
<b>State/Country:</b>	MINNESOTA		
<b>Postal Code:</b>	55402		
<b>Entity Type:</b>	National Banking Association: UNITED STATES		
<b>PROPERTY NUMBERS Total: 6</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Registration Number:</b>	2515587	GILSBAR	
<b>Registration Number:</b>	2515588	GILSBAR	
<b>Registration Number:</b>	3141350	360° BENEFIT PLAN MANAGEMENT	
<b>Registration Number:</b>	5049630	GILSBAR	
<b>Registration Number:</b>	5049629	ENHANCING BUSINESS. IMPROVING LIVES.	
<b>Registration Number:</b>	3446499	HANDLE WITH CARE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>			
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
<b>Phone:</b>	212-728-8000		
<b>Email:</b>	ipdept@willkie.com		
<b>Correspondent Name:</b>	Heather Schneider		
<b>Address Line 1:</b>	787 Seventh Avenue		
<b>Address Line 4:</b>	New York, NEW YORK 10019		
<b>ATTORNEY DOCKET NUMBER:</b>	122951.00051		

CH \$165.00 2515587

<b>NAME OF SUBMITTER:</b>	Heather Schneider
<b>SIGNATURE:</b>	/Heather Schneider/
<b>DATE SIGNED:</b>	04/08/2022
<b>Total Attachments: 5</b> source=Active_118371054_4_HealthComp (NMC) - Trademark Security Agreement (Executed) - 03.25.2022#page1.tif source=Active_118371054_4_HealthComp (NMC) - Trademark Security Agreement (Executed) - 03.25.2022#page2.tif source=Active_118371054_4_HealthComp (NMC) - Trademark Security Agreement (Executed) - 03.25.2022#page3.tif source=Active_118371054_4_HealthComp (NMC) - Trademark Security Agreement (Executed) - 03.25.2022#page4.tif source=Active_118371054_4_HealthComp (NMC) - Trademark Security Agreement (Executed) - 03.25.2022#page5.tif	

**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT**, dated as of March 25, 2022 (as amended, restated, supplemented or otherwise modified from time to time, this “**Trademark Security Agreement**”), is made by Gilsbar, L.L.C., a Louisiana limited liability company (“**Gilsbar**”) and MedCom Care Management, L.L.C., a Louisiana limited liability company (“**MedCom**”; Gilsbar and MedCom each, a “**Grantor**”, and collectively, the “**Grantors**”) in favor of Wilmington Trust, National Association, as Administrative Agent and Collateral Agent for the Secured Parties (in such capacities and together with its successors and permitted assigns, the “**Administrative Agent**”).

**WHEREAS**, each Grantor is party to that certain Security Agreement, dated as of October 27, 2020 (as amended, restated, supplemented or otherwise modified from time to time, the “**Security Agreement**”), among each Grantor, the other grantors party thereto and the Administrative Agent pursuant to which each Grantor granted a security interest to the Administrative Agent in the Trademark Collateral (as defined below) and is required to execute and deliver this Trademark Security Agreement.

**NOW, THEREFORE**, in consideration of the foregoing and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, each Grantor hereby agrees with the Administrative Agent as follows:

**SECTION 1. DEFINED TERMS**

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

**SECTION 2. GRANT OF SECURITY INTEREST**

Each Grantor, as security for the payment and performance in full of the Secured Obligations of such Grantor (including, if such Grantor is a Guarantor, the Secured Obligations of such Grantor arising under the Guaranty), hereby grants and pledges to the Administrative Agent, its successors and permitted assigns, for the benefit of the Secured Parties, a continuing security interest in all right, title and interest in or to the Trademarks (including those listed on Schedule A hereto) (collectively, the “**Trademark Collateral**”); *provided* that the Trademark Collateral shall not include any Excluded Assets.

**SECTION 2.1 CERTAIN LIMITED EXCLUSIONS**

In no event shall the Trademark Collateral include or the security interest granted under Section 2 hereof attach to any “intent-to-use” trademark application prior to the filing and acceptance of a “Statement of Use” or “Amendment to Allege Use” with respect thereto, to the extent, if any, that, and solely during the period, if any, in which the grant of a security interest therein would impair the validity or enforceability of, or void, such “intent-to-use” trademark application, or any registration that may issue therefrom, under applicable federal law.

**SECTION 3. SECURITY AGREEMENT**

The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Administrative Agent for the Secured Parties pursuant to the Security Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this

Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control.

**SECTION 4. RECORDATION**

Each Grantor hereby authorizes and requests that the USPTO record this Trademark Security Agreement.

**SECTION 5. TERMINATION**

This Trademark Security Agreement shall terminate and the lien on and security interest in the Trademark Collateral shall be released upon the payment and performance of the Secured Obligations in accordance with the Loan Documents. Upon the termination of this Trademark Security Agreement, the Administrative Agent shall execute all documents, make all filings, and take all other actions reasonably requested by the Grantors, and at Grantors' sole cost and expense, to evidence and record the release of the lien on and security interests in the Trademark Collateral granted herein.

**SECTION 6. GOVERNING LAW**

THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAW OF THE STATE OF NEW YORK.

**SECTION 7. COUNTERPARTS**

This Trademark Security Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

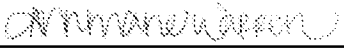
**IN WITNESS WHEREOF**, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**GILSBAR, L.L.C.**  
**MEDCOM CARE MANAGEMENT, L.L.C.**,  
each, as a Grantor

By:  \_\_\_\_\_  
Name: Tucker Stein  
Title: Chief Financial Officer



**ACCEPTED AND ACKNOWLEDGED BY:**

**WILMINGTON TRUST, NATIONAL  
ASSOCIATION,**  
as Administrative Agent and Collateral Agent

By:   
Name: Annmarie Warren  
Title: Banking Officer

**SCHEDULE A**  
to  
**TRADEMARK SECURITY AGREEMENT**

**TRADEMARK REGISTRATIONS**

Grantor	Mark	Registration No.	Registration Date
Gilsbar, L.L.C.	GILSBAR (standard character)	2,515,587	04-DEC-2001
Gilsbar, L.L.C.		2,515,588	04-DEC-2001
Gilsbar, L.L.C.	360° BENEFIT PLAN MANAGEMENT (standard character)	3,141,350	12-SEPT-2006
Gilsbar, L.L.C.		5,049,630	27-SEPT-2016
Gilsbar, L.L.C.	ENHANCING BUSINESS, IMPROVING LIVES (standard character)	5,049,629	27-SEPT-2016
MedCom Care Management, L.L.C.	HANDLE WITH CARE (standard character)	3,446,499	10-JUNE-2008

**TRADEMARK APPLICATIONS**

None.